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\*E-Filed 5/7/09\*

Attorney for Third-Party  
NETLOGIC MICROSYSTEMS, INC.

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Attorneys for Third-Party TAIWAN SEMICONDUCTOR  
MANUFACTURING COMPANY, LTD.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LAN LEE,  
aka Lan Li, and

YUEFEI GE,

Defendants.

CASE NO. 5:06-CR-0424 JW

STIPULATION AND ~~PROPOSED~~ ORDER  
EXTENDING THE STIPULATED INTERIM  
PROTECTIVE ORDERS REGARDING  
CONFIDENTIAL INFORMATION TO  
DOCUMENTS PRODUCED BY THIRD-  
PARTIES NETLOGIC MICROSYSTEMS,  
INC. AND TAIWAN SEMICONDUCTOR  
MANUFACTURING COMPANY, LTD.

Date: No Hearing Date Set

Time: N/A

Court: Hon. Richard G. Seeborg, Courtroom 4

1 WHEREAS, on July 18, 2006 and December 19, 2007 this Court entered a Stipulated Interim  
2 Protective Order Regarding Confidential Information ("Stipulated Interim Protective Orders")  
3 between Defendants and the United States in the above-captioned case;

4 WHEREAS, Defendants have subpoenaed and have requested documents and other items  
5 from non-parties NetLogic Microsystems, Inc. ("NetLogic") and Taiwan Semiconductor  
6 Manufacturing Company ("TSMC") which contain confidential, proprietary or trade secret  
7 information; and

8 WHEREAS, the United States, Defendants, NetLogic and TSMC agree and stipulate that the  
9 Stipulated Interim Protective Orders should also apply to and govern the production of documents  
10 and items by NetLogic, and TSMC in this matter, with the inclusion of additional provisions, as  
11 noted below;

12 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among the United States,  
13 Defendants, NetLogic and TSMC, through their respective counsel, as follows:

14 1. The Stipulated Interim Protective Orders, attached hereto as Exhibit A, shall also  
15 apply to and govern the production of documents and items by NetLogic and TSMC in this matter;

16 2. Documents produced by NetLogic and TSMC in this matter shall be designated and  
17 handled in accordance with the terms of the Stipulated Interim Protective Orders and shall be treated  
18 by Defendants and by the United States in accordance with those terms, with the following additions  
19 to be included as noted:

20 Paragraph 1A: For material produced by TSMC and NetLogic, "Confidential Material" shall  
21 mean information (regardless of how generated, stored or maintained) or tangible things that  
22 qualify for protection under standards developed under F.R.Civ.P. 26(c).

23  
24 Paragraph 5A: At the conclusion of the above-captioned case, defendants LEE  
25 and GE and their counsel and the United States agree to either (1) return to  
26 NetLogic and TSMC all of the Confidential Material that each non-party has  
27 respectively produced that is not otherwise lodged with the Court, except as  
28 directed by the Court; or (2) destroy all Confidential Material that is not otherwise

1 lodged with the Court, and certify such destruction in writing to NetLogic and  
2 TSMC, except as otherwise directed by the Court.

3  
4 Paragraph 8A: The Acknowledgement described in Paragraph 8 shall be in the  
5 form attached as Exhibit B (if signed by an expert of the Defendants) or as  
6 Exhibit C (if signed by an expert of the United States).

7  
8  
9 DATED: May 4, 2009

GIBSON, DUNN & CRUTCHER LLP

10  
11 By:   
12 DENIS R. SALMON

13 Attorney for Third Party  
14 NetLogic Microsystems, Inc.

15 DATED: May 4, 2009

KEKER & VAN NEST, LLP


16  
17 By:   
18 ASHOK RAMANI

19 Attorney for Third Party  
20 Taiwan Semiconductor Manufacturing Company, Ltd.

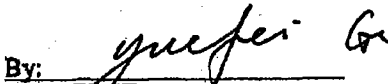
**AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED**  
**PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND**  
**DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND**  
**TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulation Extending the Stipulated Protective Orders Regarding Confidential Information and Documents Produced by Non-Parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the Stipulation"), have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcement of the terms of the Stipulation and the punishment of any violations thereof.

DATED: 5/5/09

By:   
EDWARD SWANSON  
Attorney for Defendant Ge

DATED: 5/5/09

By:   
YUEFEI GE  
Defendant

5/7/09  
DATED: \_\_\_\_\_

**IT IS SO ORDERED**

  
Hon. Richard G. Seeborg  
United States Magistrate Judge

**AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED  
PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND  
DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND  
TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

The undersigned, defendant LAN LEE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulation Extending the Stipulated Protective Orders Regarding Confidential Information and Documents Produced by Non-Parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the Stipulation"), have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcement of the terms of the Stipulation and the punishment of any violations thereof.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
THOMAS NOLAN  
Attorney for Defendant Lee

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
LAN LEE  
Defendant

DATED: \_\_\_\_\_

**IT IS SO ORDERED**

\_\_\_\_\_  
Hon. Richard G. Seeborg  
United States Magistrate Judge

**AGREEMENT TO BE BOUND BY STIPULATION EXTENDING THE STIPULATED**  
**PROTECTIVE ORDERS REGARDING CONFIDENTIAL INFORMATION AND**  
**DOCUMENTS PRODUCED BY NON-PARTIES NETLOGIC MICROSYSTEMS, INC. AND**  
**TAIWAN SEMICONDUCTOR MANUFACTURING COMPANY, LTD.**

The United States of America, through undersigned counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledges that it has received a copy of the Stipulation Extending the Stipulated Protective Orders Regarding Confidential Information and Documents Produced by Non-Parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. ("the Stipulation"), has read, understands, and agrees to be bound by all of the provisions thereof, and hereby submits to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcement of the terms of the Stipulation and the punishment of any violations thereof.

DATED: 5/5/09

UNITED STATES OF AMERICA

By: 

Matthew A. Parrella  
Assistant United States Attorney

DATED: \_\_\_\_\_

IT IS SO ORDERED

Hon. Richard G. Seeborg  
United States Magistrate Judge

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**EXHIBIT A**  
**JULY 18, 2006 AND DECEMBER 19, 2007 STIPULATED INTERIM PROTECTIVE**  
**ORDERS**

1 KEVIN V. RYAN (CASBN 118321)  
United States Attorney

2 MARK L. KROTOSKI (CASBN 138549)  
3 Chief, Criminal Division

4 MATTHEW A. PARRELLA (NYSBN 2040855)  
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6 San Jose, California 95113  
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7 FAX: (408) 535-5066  
matthew.parrella@usdoj.gov

8 Attorneys for Plaintiff

9  
10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 LAN LEE,  
17 a/k/a/ Lan Li, and  
18 YUEFEI GE,

19 Defendants.

No. CR-06-00424-JW

STIPULATED INTERIM  
PROTECTIVE ORDER

20 WHEREAS during the course of discovery in the above-captioned criminal case, the  
21 United States may produce documents and other items containing information that is intended to  
22 be kept secret and/or is "trade secret" information (within the meaning of 18 U.S.C. § 1839(3))  
23 belonging to NetLogic Microsystems ("NLM"), and Taiwan Semiconductor Manufacturing  
24 Corporation ("TSMC"); and

25 WHEREAS the United States and defendants LEE and GE, deem it appropriate for the  
26 purpose of facilitating pretrial negotiations and to provide for the protection of such information  
27 without agreeing that the specific information is in fact intended to be kept secret or is a trade

28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

**FILED**

JUL 18 2006

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE



1 secret, and with the further understanding that nothing in this stipulated protective order creates  
2 any presumption regarding whether the specific information is intended to be kept secret or is a  
3 trade secret, and lastly preserving defendants LEE's and GE's rights to challenge any such  
4 designation at a later time;

5 IT IS HEREBY STIPULATED AND AGREED by and between the United States and  
6 defendants LEE and GE and their respective counsel, that the following definitions and  
7 procedures will govern the designation and handling of material and other information produced  
8 by the United States during pretrial negotiations, while reserving the question of how such  
9 material and information should be handled at trial, and during pre- or post-trial hearings for a  
10 future time.

11 1. Definitions:

12 a. "Confidential Material" shall mean information that the Government contends is  
13 intended to be kept secret or is a trade secret within the meaning of 18 U.S.C. § 1839(3).

14 b. "Discovery Material" shall mean all materials disclosed by the United States during  
15 discovery in this case (regardless of whether the criminal number assigned to this case changes  
16 due to the filing of an indictment or superseding indictment).

17 2. The United States may designate Discovery Material as Confidential Material to the extent  
18 that it believes in good faith that the information or material is or may be Confidential Material  
19 as defined in paragraph 1(a) above. Any labeling, segregation, or designation of Discovery  
20 Material as "Confidential Material" should be made, whenever possible, in the case of written,  
21 tangible, or documentary Discovery Material, at the time that Discovery Material is produced or  
22 made known to defendants LEE and GE by stamping each page "CONFIDENTIAL" in a manner  
23 that is readily distinguishable from any pre-existing confidential designation or by otherwise  
24 manifesting the intention that the Discovery Material be considered Confidential Material.  
25 Computer memory storage materials such as tapes, diskettes, hard drives, or other memory media  
26 containing Discovery Material deemed by the United States as containing Confidential Material  
27 shall be labeled on the outside of the media as "CONFIDENTIAL." The Government shall

28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

1 maintain unlabeled, or "clean" copies of all discovery material that it has labeled  
2 "CONFIDENTIAL" under this stipulated order, for the future use by the parties in subsequent  
3 proceedings.

4 3. Discovery Material designated as "CONFIDENTIAL" shall be retained by defendants  
5 LEE's and GE's counsels in the above-captioned case and furnished, at this time, to no one  
6 other than defendants LEE's and GE's counsels in the above-captioned case, defendants LEE  
7 and GE, the staff supporting LEE's and GE's counsel in the above-captioned case such as  
8 interpreters, paralegal assistants, and secretarial, stenographic, and clerical employees who are  
9 working on this case under the direction of defendants LEE's and GE's counsels and to whom it  
10 is necessary that the materials be disclosed for purposes of the defense of this case. In the event  
11 that the defendant or his counsel wishes to consult an expert regarding these materials, the  
12 procedure for doing so is addressed in paragraph 8 of this agreement. All such material shall be  
13 kept in the offices of defendants LEE's and GE's counsels in the above-captioned case and  
14 neither this material nor any copies of this material shall leave that office for any purpose except  
15 submission in camera to the Court. However, should the defendants LEE or GE be incarcerated  
16 before the resolution of this indictment, his counsel may bring the designated confidential  
17 material to the facility in which he is incarcerated to assist in the defendant's preparation but  
18 shall not leave any such confidential material with the defendant. All such material shall be  
19 used solely for the purpose of conducting pre-trial, trial, and appellate proceedings in this case  
20 and for no other purpose whatsoever, and shall not be used for the economic benefit of  
21 defendants LEE and GE or for the benefit of any third party. All motions which contain any of  
22 the material labeled "CONFIDENTIAL" and which are filed with the Court shall be filed and  
23 kept under seal until further order of the Court. Confidential Material filed under seal shall be  
24 filed with the Clerk of the Court in sealed envelopes or boxes

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28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

1 prominently marked with the caption of this case and the notation:

2 **"TO BE FILED UNDER SEAL"**  
3 Contains Confidential Material  
To Be Opened Only As Directed By The Court

4 4. The recipient of any Confidential Material that is provided under this Stipulated Interim  
5 Protective Order shall keep such information in a manner reasonably intended to preserve and  
6 maintain the confidentiality of the information and shall not disclose such information to any  
7 individuals except as authorized by this Stipulated Interim Protective Order.

8 5. At the conclusion of the above-captioned case, defendants LEE and GE and their counsel  
9 in the above-captioned case agree to the return of all Confidential Material to the United States,  
10 except as directed by the Court.

11 6. Nothing herein shall prevent defendants LEE and GE from using the Confidential Material  
12 or from referring to, quoting, or reciting from any information contained in such Confidential  
13 Material in connection with pleadings or motions filed in this case, provided that such materials  
14 be filed under seal and/or submitted to the Court for in camera inspection. The use of  
15 Confidential Material at trial or pre- or post-trial hearing will be resolved at or before the time of  
16 the trial or hearing.

17 7. Should defendants LEE and GE dispute the propriety of any designation of Discovery  
18 Material as Confidential Material, his counsel shall notify the United States in writing. Such  
19 notice shall state counsel's position with regard to the matter in issue. Within seven business  
20 days from receiving the notice, the United States shall respond to the notice in writing. If, after  
21 this exchange of correspondence, defendants LEE and GE and the United States cannot resolve  
22 their dispute, they may apply to the Court to do so. During the pendency of the dispute and any  
23 court resolution thereof, including an appeal of the Court's decision on such motion, the  
24 discovery material shall be deemed "CONFIDENTIAL" as designated and shall be covered by  
25 the provisions of this Stipulated Interim Protective Order. The parties understand that, as this  
26 Stipulated Interim Protective Order is primarily intended to facilitate pretrial negotiations, the  
27 defendant and his counsel may choose not to formally challenge the Government's designation of

28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

1 certain material as confidential at this stage in the proceedings. Such a failure to challenge the  
2 confidential designation does not constitute a waiver on the defendant's part of either the ability  
3 to challenge that confidential designation or the ability to contest that certain portions of the  
4 designated confidential material constitutes "trade secret" information under 18 USC § 1839(3).

5 8. At such time as the defendants LEE and GE retains an expert or experts to assist in the  
6 review of the Confidential Material, each such person shall execute an Acknowledgment which  
7 shall then be submitted to the Court *ex parte* and *in camera* by the defendant. The defendants  
8 LEE and GE shall not be required to provide said Acknowledgment, or the identity of the expert  
9 who signed it, to the United States, unless so ordered by the Court. The United States retains the  
10 right to request that the Court authorize such disclosure. Nothing in this paragraph relieves the  
11 defendant of the discovery obligations contained in Fed. R. Crim. P. 16 (b)(1)(C), nor does the  
12 United States waive any rights thereunder by entering into this stipulation. By signing and  
13 agreeing to the terms of this Stipulated Interim Protective Order, no person shall be deemed to  
14 have conceded that any material has been properly designated as confidential.

15 9. Nothing in this order shall preclude the United States or defendants LEE and GE from  
16 applying to the Court for further relief or modification. The parties agreement to enter into this  
17 Stipulated Interim Protective Order at his time is for the purpose of pretrial negotiations is not a  
18 concession by the defendant that the terms contained herein would be appropriate should the case  
19 proceed beyond that stage.

20 10. Willful violation of this Stipulated Interim Protective Order may be punishable by  
21 contempt of court, whatever other sanction the Court deems just, or any other sanctions or  
22 combination of sanctions which are legally available.

23 DATED: 7/10/06

KEVIN V. RYAN  
United States Attorney

  
MATTHEW A. PARRELLA  
Assistant United States Attorney


24  
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28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

**AGREEMENT TO BE BOUND BY  
STIPULATED INTERIM PROTECTIVE ORDER**

The undersigned, defendant LAN LEE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim Protective Order in the above-captioned case, have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order and the punishment of any violations thereof.

DATED:

7/10/06

  
THOMAS J. NOLAN  
Attorney for defendant LEE

DATED:

7/10/06

  
LAN LEE  
Defendant

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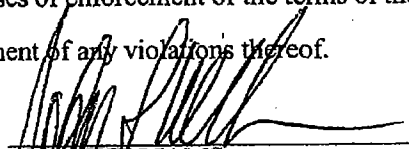
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DEFENDANTS LAN LEE and YUEFEIGE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

**AGREEMENT TO BE BOUND BY****STIPULATED INTERIM PROTECTIVE ORDER**

The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim Protective Order in the above-captioned case, have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order and the punishment of any violations thereof.

DATED: 7-10-06

  
JOHN WILLIAMS  
Attorney for defendant GE

DATED: 7-10-06

  
YUEFEI GE  
Defendant

DATED: 7-17-06

IT IS SO ORDERED.

  
UNITED STATES MAGISTRATE JUDGE

DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

**ACKNOWLEDGMENT OF STIPULATED PROTECTED ORDER IN:****UNITED STATES v. LAN LEE and YUEFEI GE**

CR-06-00424-JW

The undersigned hereby acknowledges that he or she has received a copy of the Stipulated Interim Protective Order issued in United States v. LAN LEE and YUEFEI GE, CR-06-00424-JW, has read, understands, and agrees to the terms of the Stipulated Interim Protective Order, and hereby submits to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order and the punishment of any violations thereof.

DATED:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Street Address\_\_\_\_\_  
City, State, and Zip Code\_\_\_\_\_  
Area Code and Telephone Number

DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW



1 SCOTT N. SCHOOLS (SCBN 9990)  
United States Attorney

2 BRIAN J. STRETCH (CASBN 163973)  
3 Chief, Criminal Division

4 MATTHEW A. PARRELLA (NYSBN 2040855)  
Assistant United States Attorney

5 150 Almaden Blvd., Suite 900  
6 San Jose, California 95113  
7 Telephone: (408) 535-5042  
8 FAX: (408) 535-5066  
9 matthew.parrella@usdoj.gov

Attorneys for Plaintiff

10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN JOSE DIVISION

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 LAN LEE,  
17 a/k/a/ Lan Li, and  
18 YUEFEI GE,

19 Defendants.

No. CR-06-00424-JW (KS)

STIPULATED INTERIM  
PROTECTIVE ORDER

20 WHEREAS during the course of discovery in the above-captioned criminal case, the  
21 United States may produce documents and other items containing information that is intended to  
22 be kept secret and/or is "trade secret" information (within the meaning of 18 U.S.C. § 1839(3))  
23 belonging to NetLogic Microsystems ("NLM"), and Taiwan Semiconductor Manufacturing  
24 Corporation ("TSMC"); and

25 WHEREAS the United States and defendants LEE and GE, deem it appropriate for the  
26 purpose of facilitating pretrial negotiations and to provide for the protection of such information  
27 without agreeing that the specific information is in fact intended to be kept secret or is a trade

28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

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RICHARD W. BIERING  
CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.

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CLERK  
U.S. DISTRICT COURT  
NO. DIST. OF CA. S.J.



1 secret, and with the further understanding that nothing in this stipulated protective order creates  
2 any presumption regarding whether the specific information is intended to be kept secret or is a  
3 trade secret, and lastly preserving defendants LEE's and GE's rights to challenge any such  
4 designation at a later time;

5 IT IS HEREBY STIPULATED AND AGREED by and between the United States and  
6 defendants LEE and GE and their respective counsel, that the following definitions and  
7 procedures will govern the designation and handling of material and other information produced  
8 by the United States during pretrial negotiations, while reserving the question of how such  
9 material and information should be handled at trial, and during pre- or post-trial hearings for a  
10 future time.

11 1. Definitions:

12 a. "Confidential Material" shall mean information that the Government contends is  
13 intended to be kept secret or is a trade secret within the meaning of 18 U.S.C. § 1839(3).

14 b. "Discovery Material" shall mean all materials disclosed by the United States during  
15 discovery in this case (regardless of whether the criminal number assigned to this case changes  
16 due to the filing of an indictment or superseding indictment).

17 2. The United States may designate Discovery Material as Confidential Material to the extent  
18 that it believes in good faith that the information or material is or may be Confidential Material  
19 as defined in paragraph 1(a) above. Any labeling, segregation, or designation of Discovery  
20 Material as "Confidential Material" should be made, whenever possible, in the case of written,  
21 tangible, or documentary Discovery Material, at the time that Discovery Material is produced or  
22 made known to defendants LEE and GE by stamping each page "CONFIDENTIAL" in a manner  
23 that is readily distinguishable from any pre-existing confidential designation or by otherwise  
24 manifesting the intention that the Discovery Material be considered Confidential Material.  
25 Computer memory storage materials such as tapes, diskettes, hard drives, or other memory media  
26 containing Discovery Material deemed by the United States as containing Confidential Material  
27 shall be labeled on the outside of the media as "CONFIDENTIAL." The Government shall

28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

1 maintain unlabeled, or "clean" copies of all discovery material that it has labeled  
2 "CONFIDENTIAL" under this stipulated order, for the future use by the parties in subsequent  
3 proceedings.

4 3. Discovery Material designated as "CONFIDENTIAL" shall be retained by defendants  
5 LEE's and GE's counsels in the above-captioned case and furnished, at this time, to no one  
6 other than defendants LEE's and GE's counsels in the above-captioned case, defendants LEE  
7 and GE, the staff supporting LEE's and GE's counsel in the above-captioned case such as  
8 interpreters, paralegal assistants, and secretarial, stenographic, and clerical employees who are  
9 working on this case under the direction of defendants LEE's and GE's counsels and to whom it  
10 is necessary that the materials be disclosed for purposes of the defense of this case. In the event  
11 that the defendant or his counsel wishes to consult an expert regarding these materials, the  
12 procedure for doing so is addressed in paragraph 8 of this agreement. All such material shall be  
13 kept in the offices of defendants LEE's and GE's counsels in the above-captioned case and  
14 neither this material nor any copies of this material shall leave that office for any purpose except  
15 submission in camera to the Court. However, should the defendants LEE or GE be incarcerated  
16 before the resolution of this indictment, his counsel may bring the designated confidential  
17 material to the facility in which he is incarcerated to assist in the defendant's preparation but  
18 shall not leave any such confidential material with the defendant. All such material shall be  
19 used solely for the purpose of conducting pre-trial, trial, and appellate proceedings in this case  
20 and for no other purpose whatsoever, and shall not be used for the economic benefit of  
21 defendants LEE and GE or for the benefit of any third party. All motions which contain any of  
22 the material labeled "CONFIDENTIAL" and which are filed with the Court shall be filed and  
23 kept under seal until further order of the Court. Confidential Material filed under seal shall be  
24 filed with the Clerk of the Court in sealed envelopes or boxes

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27 //

28 DEFENDANT'S LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

1 prominently marked with the caption of this case and the notation:

2 **"TO BE FILED UNDER SEAL"**  
3 Contains Confidential Material  
To Be Opened Only As Directed By The Court

4 4. The recipient of any Confidential Material that is provided under this Stipulated Interim  
5 Protective Order shall keep such information in a manner reasonably intended to preserve and  
6 maintain the confidentiality of the information and shall not disclose such information to any  
7 individuals except as authorized by this Stipulated Interim Protective Order.

8 5. At the conclusion of the above-captioned case, defendants LEE and GE and their counsel  
9 in the above-captioned case agree to the return of all Confidential Material to the United States,  
10 except as directed by the Court.

11 6. Nothing herein shall prevent defendants LEE and GE from using the Confidential Material  
12 or from referring to, quoting, or reciting from any information contained in such Confidential  
13 Material in connection with pleadings or motions filed in this case, provided that such materials  
14 be filed under seal and/or submitted to the Court for in camera inspection. The use of  
15 Confidential Material at trial or pre- or post-trial hearing will be resolved at or before the time of  
16 the trial or hearing.

17 7. Should defendants LEE and GE dispute the propriety of any designation of Discovery  
18 Material as Confidential Material, his counsel shall notify the United States in writing. Such  
19 notice shall state counsel's position with regard to the matter in issue. Within seven business  
20 days from receiving the notice, the United States shall respond to the notice in writing. If, after  
21 this exchange of correspondence, defendants LEE and GE and the United States cannot resolve  
22 their dispute, they may apply to the Court to do so. During the pendency of the dispute and any  
23 court resolution thereof, including an appeal of the Court's decision on such motion, the  
24 discovery material shall be deemed "CONFIDENTIAL" as designated and shall be covered by  
25 the provisions of this Stipulated Interim Protective Order. The parties understand that, as this  
26 Stipulated Interim Protective Order is primarily intended to facilitate pretrial negotiations, the  
27 defendant and his counsel may choose not to formally challenge the Government's designation of

28 DEFENDANTS LAN LEE and YUEFEI GE  
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PROTECTIVE ORDER  
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1 certain material as confidential at this stage in the proceedings. Such a failure to challenge the  
2 confidential designation does not constitute a waiver on the defendant's part of either the ability  
3 to challenge that confidential designation or the ability to contest that certain portions of the  
4 designated confidential material constitutes "trade secret" information under 18 USC § 1839(3).

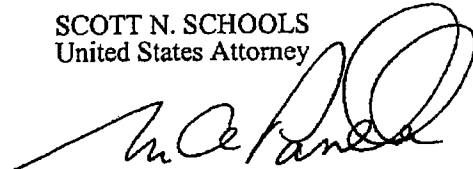
5 8. At such time as the defendants LEE and GE retains an expert or experts to assist in the  
6 review of the Confidential Material, each such person shall execute an Acknowledgment which  
7 shall then be submitted to the Court *ex parte* and *in camera* by the defendant. The defendants  
8 LEE and GE shall not be required to provide said Acknowledgment, or the identity of the expert  
9 who signed it, to the United States, unless so ordered by the Court. The United States retains the  
10 right to request that the Court authorize such disclosure. Nothing in this paragraph relieves the  
11 defendant of the discovery obligations contained in Fed. R. Crim. P. 16 (b)(1)(C), nor does the  
12 United States waive any rights thereunder by entering into this stipulation. By signing and  
13 agreeing to the terms of this Stipulated Interim Protective Order, no person shall be deemed to  
14 have conceded that any material has been properly designated as confidential.

15 9. Nothing in this order shall preclude the United States or defendants LEE and GE from  
16 applying to the Court for further relief or modification. The parties agreement to enter into this  
17 Stipulated Interim Protective Order at this time is for the purpose of pretrial negotiations is not a  
18 concession by the defendant that the terms contained herein would be appropriate should the case  
19 proceed beyond that stage.

20 10. Willful violation of this Stipulated Interim Protective Order may be punishable by  
21 contempt of court, whatever other sanction the Court deems just, or any other sanctions or  
22 combination of sanctions which are legally available.

23 DATED: 12/17/07

SCOTT N. SCHOOLS  
United States Attorney

  
MATTHEW A. PARRELLA  
Assistant United States Attorney

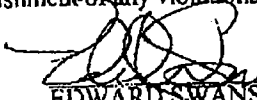
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28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

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**AGREEMENT TO BE BOUND BY  
STIPULATED INTERIM PROTECTIVE ORDER**

The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case, CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim Protective Order in the above-captioned case, have read, understand, and agree to be bound by all of the provisions thereof, and hereby submit to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Stipulated Interim Protective Order and the punishment of any violations thereof.


DATED: 12/16/07

  
EDWARD SWANSON  
Attorney for defendant GE

DATED:

YUEFEI GE  
Defendant

DATED: 12/19/07  
IT IS SO ORDERED.

  
UNITED STATES MAGISTRATE JUDGE

DEFENDANT'S LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

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2 **AGREEMENT TO BE BOUND BY**

3 **STIPULATED INTERIM PROTECTIVE ORDER**

4 The undersigned, defendant YUEFEI GE, and his counsel in the above-captioned case,  
5 CR-06-00424-JW, hereby acknowledge that they have received a copy of the Stipulated Interim  
6 Protective Order in the above-captioned case, have read, understand, and agree to be bound by  
7 all of the provisions thereof, and hereby submit to the jurisdiction of the United States District  
8 Court for the Northern District of California for the purposes of enforcement of the terms of the  
9 Stipulated Interim Protective Order and the punishment of any violations thereof.

10 DATED:

11 EDWARD SWANSON  
Attorney for defendant GE

12 DATED:

13 Yuefei Ge  
14 YUEFEI GE  
Defendant

15  
16 DATED: 12/19/07  
17 IT IS SO ORDERED.

18 [Signature]  
19 UNITED STATES MAGISTRATE JUDGE

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28 DEFENDANTS LAN LEE and YUEFEI GE  
STIPULATED INTERIM  
PROTECTIVE ORDER  
CR-06-00424-JW

**EXHIBIT B**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

The undersigned hereby acknowledges that he or she has received a copy of the Stipulated Protective Orders issued by the United States District Court for the Northern District of California on July 18, 2006 and December 19, 2007 and the Stipulated Protective Order between the parties and third-parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. issued by the United States District Court for the Northern District of California on \_\_\_\_\_ (collectively, "the Protective Orders"), has read, understands, and agrees to the terms thereof, and hereby submits to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Protective Orders and punishment for any violations thereof.

The undersigned further appoints Edward Swanson of Swanson, McNamara, & Haller LLP, 300 Montgomery Street, Suite 1100, San Francisco, CA, 94104 as my California agent for service of process in connection with this action or any proceedings related to enforcement of the Protective Orders.

Date: \_\_\_\_\_

City and state where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

EXHIBIT C

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

The undersigned hereby acknowledges that he or she has received a copy of the Stipulated Protective Orders issued by the United States District Court for the Northern District of California on July 18, 2006 and December 19, 2007 and the Stipulated Protective Order between the parties and third-parties NetLogic Microsystems, Inc. and Taiwan Semiconductor Manufacturing Company, Ltd. issued by the United States District Court for the Northern District of California on \_\_\_\_\_ (collectively, "the Protective Orders"), has read, understands, and agrees to the terms thereof, and hereby submits to the jurisdiction of the United States District Court for the Northern District of California for the purposes of enforcement of the terms of the Protective Orders and punishment for any violations thereof.

The undersigned further appoints the United States Attorney for the Northern District of California as my California agent for service of process in connection with this action or any proceedings related to enforcement of the Protective Orders.

Date: \_\_\_\_\_

City and state where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_